

KAREN L. BASHOR, ESQ.
Nevada Bar No. 11913
JONATHAN A. RICH, ESQ.
Nevada Bar No. 15312
**WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP**
6689 Las Vegas Boulevard, South, Suite 200
Las Vegas, NV 89119
T (702) 727-1400; F (702) 727-1401
karen.bashor@wilsonelser.com
jonathan.rich@wilsonelser.com
Attorneys for Defendant Daniel Herer

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

HERER BRANDS INC., a Nevada corporation,

Plaintiff,

vs.

DANIEL HERER, an individual, and DOES 1
through 10, inclusive; ROE BUSINESS
ENTITIES, 1 through 10, inclusive,

Defendants.

CASE NO:

**DEFENDANT DANIEL HERER'S
REMOVAL PETITION**

Defendant Daniel Herer, petitions to remove this case to the United States District Court for the District of Nevada from the Eighth Judicial District Court for the State of Nevada. This petition for removal is signed per Rule 11.

Removal is appropriate per 28 U.S.C. § 1441 because diversity jurisdiction is present per 28 U.S.C. 1332. Plaintiff alleges it is a Nevada corporation.¹ Defendant Daniel Herer is and has always been, a resident of the State of California.

The amount in controversy is also satisfied. As part of its July 12, 2023 Complaint, Plaintiff alleged that the amount in controversy exceeded \$50,000.00.² Moreover, Plaintiff has asserted seven (7) causes of action against Defendant, with Plaintiff seeking both compensatory and punitive

¹ ECF 1-1 at p. 2:1.

² ECF 1-1 at ¶ 15.

1 damages for no less than six (6) of those causes of action, along with both prejudgment and post-
2 judgement interest.³

3 At issue in Plaintiff's Complaint, are allegations centering on the alleged conduct of
4 Defendant Daniel Herer, and the alleged impact on Plaintiff's business opportunities that resulted
5 from Defendant's aforementioned conduct. Specifically, Plaintiff's Complaint identifies three (3)
6 separate contracts referred to as (1) the Arizona Contract⁴; (2) the Colorado Contract⁵; and the
7 Legacy Contract⁶. Plaintiff's Complaint further alleges that as a result of Defendant's conduct,
8 Plaintiff "lost numerous contractual and economic relations, including the Arizona Contract, the
9 Colorado Contract, and the Legacy Contract."⁷

10 The Arizona Contract, as referenced in Plaintiff's Complaint is known to concern a
11 trademark licensing agreement with KORCANNABIS ARIZONA, LLC (hereinafter "KOR"), an
12 Arizona limited liability company.⁸ The trademark licensing agreement was intended to provide
13 KOR with the right to cultivate, manufacture, process, package, distribute, source, and/or provide
14 specific cannabis products within the State of Arizona. The trademark licensing agreement include
15 an annual royalty payment of \$200,000.00, along with monthly payments for 10% of the gross sales
16 from the aforementioned products, to be paid by KORCANNABIS ARIZONA, LLC.⁹ Based upon
17 Plaintiff's Complaint, the lost business opportunity would have been inclusive of this annual royalty
18 payment and the subsequent monthly payments set forth therein.

19 As a result, the amount in controversy from just the Arizona Contract alone would satisfy
20 the requisite \$75,000.00 to justify removal of the present action. When combined with Plaintiff's
21 additional claims of further lost business opportunities from other similar trademark licensing
22 agreements, as well as Plaintiff's prayer for punitive damages, it is clear that the amount in
23

24
25 ³ ECF 1-1 at pp. 14:20-15:25.

26 ⁴ ECF 1-1 at ¶ 25.

27 ⁵ ECF 1-1 at ¶ 26.

28 ⁶ ECF 1-1 at ¶ 27.

⁷ ECF 1-1 at ¶ 39.

⁸ ECF 1-2 at p.1.

⁹ ECF 1-2 at ¶ 2(a).

1 controversy exceeds \$75,000.00, and that the requirements for removal based upon diversity
2 jurisdiction, as set forth in 28 U.S.C. § 1332, have been met.

3 Based upon this, diversity jurisdiction is present and timely invoked.

4 DATED this 7th day of August, 2023

5 **WILSON, ELSE, MOSKOWITZ,**
6 **EDELMAN & DICKER LLP**

7 By: /s/ Jonathan A. Rich, Esq.
8 KAREN L. BASHOR, ESQ.
9 Nevada Bar No. 11913
JONATHAN A. RICH, ESQ.
10 Nevada Bar No. 15312
6689 Las Vegas Boulevard, South, Suite 200
11 Las Vegas, NV 89119
Attorneys for Defendant Daniel Herer

CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b), I certify that I am an employee of WILSON ELSEER MOSKOWITZ EDELMAN & DICKER LLP, and that on this 7th day of August, 2023, I served a true and correct copy of the foregoing **DEFENDANT DANIEL HERER'S REMOVAL PETITION** as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☒ via electronic means by operation of the Court's electronic filing system, upon each party in this case who is registered as an electronic case filing user with the Clerk;

Robert A. Rabbat, Esq. ENENSTEIN PHAM & GLASS LLP 11920 Southern Highlands Pkwy., Ste. 103 Las Vegas, NV 89141 <i>Attorneys for Plaintiff</i>	
---	--

BY /s/ Angela D. Rafferty
An Employee of
WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER LLP